

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE,
CHESAPEAKE CONSTRUCTION EQUIPMENT, INC.,
A VIRGINIA CORPORATION

Plaintiff,

v.

No: L08-402

TEREX CRANES of WILMINGTON, INC.,
A NORTH CAROLINA CORPORATION

Defendant.

Serve: Clerk of the State Corporation Commission as statutory agent
Of Terex Cranes of Wilmington Inc.

COMPLAINT

COMES NOW, your Plaintiff, Chesapeake Construction Equipment, Inc., and in and for its
Complaint against Terex Cranes of Wilmington, Inc, states as follows:

1. That your Plaintiff, Chesapeake Construction Equipment, Inc., is a Virginia corporation
conducting business in the state of Virginia with its principal office located at 3525 Business Center
Drive, Chesapeake, VA 23322.
2. That your Defendant, Terex Cranes of Wilmington, Inc., is a North Carolina corporation do-
ing business in the state of Virginia as a foreign corporation, with its' registered office located at
327 Hillsborough St, Raleigh, NC 27601. Defendant has no known registered agent for service of
process, as such, service is made on the Clerk of the State Corporation Commission pursuant to
Virginia Code § 13.1-758.

EXHIBIT

3. That your Plaintiff, Chesapeake Construction Equipment, Inc., is a heavy equipment dealer covered under Virginia Heavy Equipment Dealer Act, §59.1-353, of the Code of Virginia, 1950, as amended, (hereinafter referred to as "The Act").

4. That your Plaintiff, Chesapeake Construction Equipment, Inc., has been a heavy equipment dealer in the State of Virginia for Terex Cranes Wilmington, Inc., and its predecessor, The American Crane Corporation, for over fifteen (15) years.

5. That the Defendant, Terex Cranes Wilmington, Inc. has breached its agreement with Chesapeake Construction Equipment, Inc., with regard to supplying Chesapeake Construction Equipment, Inc. with new cranes and parts.

6. That the Defendant, Terex Cranes Wilmington, Inc., refused to recognize Chesapeake Construction Equipment, Inc. as an authorized Terex dealer.

7. That on or about January 23, 2007, your Plaintiff, through its President, Andrew Barksdale, received a communication from Jim Strobush, Sales Support Manager at Terex Cranes Wilmington, Inc., indicating that Terex Cranes Wilmington, Inc. would no longer quote Chesapeake Construction Equipment, Inc. on products and further indicating that Chesapeake Construction Equipment, Inc. was not considered a current dealer. This communication attached hereto as Exhibit "A".

8. That the Defendant, Terex Cranes Wilmington, Inc has unilaterally terminated and/or refused to continue to renew its dealer agreement with Chesapeake Construction Equipment, Inc in violation of "The Act".

9. That the Defendant Terex Cranes Wilmington, Inc is a supplier under "The Act".

10. That your Plaintiff, Chesapeake Construction Equipment, Inc., has suffered general and special damages, including the loss of business, loss of income, decreased corporate stock value, and has incurred attorney's fees and cost as the result of the Defendant's prohibited actions.

WHEREFORE, your Plaintiff prays that this Court issue a Declaratory Judgment that Chesapeake Construction Equipment Inc., is a Heavy Equipment Dealer, pursuant to "The Act"; and That Terex Cranes Wilmington, Inc., is a Supplier pursuant to "The Act"; and That this Court enter an Order enjoining Terex Cranes Wilmington, Inc from refusing to supply your Plaintiff with new cranes and parts, and ; for an Order requiring the Defendant to list the Plaintiff as an authorized dealer within the Terex Cranes organization and all applicable material disseminating both within and without the corporation; and, That it be granted general and special damages in the amount of SEVEN HUNDRED THOUSAND AND 00/100 (\$700,000.00) plus cost of this action, plus reasonable legal fees expended, and that it be granted compensation for damage to goodwill of the Plaintiff's business and THREE HUNDRED THOUSAND AND 00/100 (\$300,000.00) for the value of the agreement, which was unilaterally terminated by the Defendant; and, That your Plaintiff be granted such further and general damages and relief as equity may deem meet.

Chesapeake Construction Equipment, Inc.

By 

Kevin L. Hubbard, Esquire
Ronald J. Guillot, Jr., Esquire
Hubbard & Hartley, P.C.
709 Greenbrier Parkway
Chesapeake, Virginia 23320
Ph: 757.436.0855

ANDREW BARKSDALE

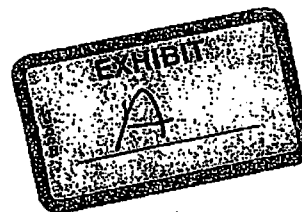
From: "Jim Strobush" <JStrobush@american-crane.com>
To: <chescon@cox.net>
Cc: <smith-scott@att.net>
Sent: Tuesday, January 23, 2007 4:48 PM
Subject: Terex Products

Andy,
Per our discussion Terex will no longer quote you on our products. Please contact one of our current dealers.

Best Regards,

Jim Strobush
Sales Support Manager
Terex Cranes
Office Phone: 910-395-8558
Office Fax: 910-395-8538
Mobile Phone: 910-367-6258
www.terex-cranes.com

TEREX CRANES
203 RALEIGH ST.
WILMINGTON, NC 28412



3/19/2007